

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400500

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: ACME PAPER & SUPPLY CO INC PO BOX 422 8229 SANDY CT SAVAGE, MD (800)462-5812	20763-0422	REFER QUESTIONS TO: APRIL YOUNG (410)585-3119 AMHOWDYSHELL@DPSCS.STATE.MD.US
ITB: 001IT819813	EXPR DATE: 05/31/17 POST DATE: 05/29/15	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NO: (800) 462-5812

STATEWIDE CONTRACT FOR
DISPOSABLE AND COMPOSTABLE FOOD SERVICE PRODUCTS

CONTRACT PERIOD: JUNE 1, 2015 THROUGH MAY 31, 2017 (2 YEARS)

THIS CONTRACT MAY BE UNILATERALLY EXTENDED FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIOD AT THE SAME TERMS AND CONDITIONS.

ORIGINAL BPO: 001B5400500
1ST RENEWAL: JUNE 1, 2017 - MAY 31, 2018
2ND RENEWAL: JUNE 1, 2018 - MAY 31, 2019

TO FURNISH THE STATE OF MARYLAND AGENCIES WITH THEIR REQUIREMENTS FOR DISPOSABLE FOOD SERVICE PRODUCTS FOR THE DURATION OF THE CONTRACT.

PROCESSING FEE

1.
CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES

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TERMS (cont'd):

2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE EMM ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

INDEFINITE DELIVERY CONTRACT FOR SUPPLYING STATE AGENCIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$2,500 OR LESS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

TERMS AND CONDITIONS:

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TERMS (cont'd):

DELIVERY SHALL BE MADE WITHIN SEVEN (7) WORKING DAYS AFTER RECEIPT OF ORDER.

ALL DELIVERY SHALL BE F.O.B. DESTINATION ONLY.

THE VENDOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND DELIVERY CHARGES. BID PRICES MUST INCLUDE THESE CHARGES.

ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO EACH AGENCY. AGENCY AUTHORIZED AGENTS (AGENCY BUYERS) WILL BE REQUIRED TO ISSUE WRITTEN OR FAXED PURCHASE ORDERS TO THE SUCCESSFUL VENDOR(S). TELEPHONE ORDERS MUST BE FOLLOWED UP WITH ISSUANCE OF PURCHASE ORDER WITHIN 48 HOURS.

THE MINIMUM DELIVERY SHALL BE NOT LESS THAN \$500.00 ON ANY ITEM OR COMBINATION OF ITEMS.

ON ORDERS UNDER \$500.00 PER SINGLE DELIVERY THE VENDOR MAY ELECT TO ADD A DELIVERY CHARGE NOT TO EXCEED THE LESSOR OF: (1) THE ACTUAL DELIVERY COSTS INCURRED BY THE VENDOR, AND (2) A REASONABLE AMOUNT. INCREASES SHALL BE CALCULATED AND ADDED TO INVOICES AS A SEPARATE LINE ITEM.

FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE JULY 31 OF EACH YEAR. THE CONTRACT PRICING MAY BE MODIFIED ACCORDING TO THE PRICES THEN PREVAILING WHICH ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE 072B-0101 (CONSUMER, INSTITUTIONAL, COMMERCIAL PRODUCT, N.E.C.).

PRICE ESCALATION/DE-ESCALATION:

NO PRICE INCREASES OR DECREASES WILL BE AUTHORIZED FOR SIX (6) MONTHS AFTER THE EFFECTIVE DATE OF THE CONTRACT. UPON WRITTEN REQUEST TO THE PROCUREMENT OFFICER, PRICE ESCALATIONS WILL BE CONSIDERED ONLY AT THE END OF THIS PERIOD AND AFTER EACH SIX (6) MONTH INTERVAL THEREAFTER AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE PROCUREMENT OFFICER. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE PROCUREMENT OFFICER.

THE REQUEST MUST BE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE AND SHALL BECOME EFFECTIVE ON THE FIRST (1ST) DAY OF THE MONTH, UPON APPROVAL BY THE PROCUREMENT OFFICER.

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TERMS (cont'd):

1. A REQUEST FOR PRICE INCREASES SHALL REFLECT THE COMMODITY MARKET INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT THE SUPPLIER COST HAS INCREASED. THIS WILL BE ACCOMPLISHED BY SUBMITTING, TO THE PROCUREMENT OFFICER OR HER DESIGNATED REPRESENTATIVE FOR COMPARISON, A DATED INVOICE OR PRICE QUOTE FROM THE BIDDER'S SUPPLIER ON SUPPLIER'S LETTERHEAD REFLECTING THE COST AT TIME OF BID, DATED CURRENT INVOICES FROM THE BIDDER'S SUPPLIER REFLECTING THE INCREASE IN SUPPLIER COST THAT SUPPORTS THE REQUESTED INCREASE IN CONTRACT PRICE, AND ALL OTHER DOCUMENTATION AVAILABLE TO SUPPORT THE INCREASE. ANY INCREASE GRANTED WILL NOT EXCEED THE MARGIN BETWEEN THE SUPPLIER COST AND CONTRACT PRICE ESTABLISHED ON THE BID OPENING DATE. THE DIFFERENCE BETWEEN THE SUCCESSFUL VENDOR'S ACTUAL COST AND THE PRICES BID SHALL REMAIN CONSTANT DURING THE CONTRACT PERIOD.

2. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE, IN WHICH CASE THE ITEM FOR WHICH AN INCREASE WAS DENIED WILL BE DELETED DELETED FROM THE CONTRACT IF REQUESTED BY THE VENDOR.

3. THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

4. THE NET CHANGE, DEFINED AS THE TOTAL CHANGE OF ESCALATION OF THE PRODUCT COST WILL BE THE AMOUNT OF THE INCREASE GRANTED. THE MARKUP SHALL BE RECOGNIZED AS A FLAT RATE COST THAT SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT. NO OTHER METHODS WILL BE ACCEPTABLE.

THE FOLLOWING EXAMPLES ARE PROVIDED TO BETTER ILLUSTRATE PRICE ADJUSTMENTS:

EXAMPLE #1 DETERMINING FIRM FIXED MARKUP OF PRODUCT
BIDDER'S COST OF PRODUCT A ON THE DATE OF AWARD: \$10.00

STATE CONTRACT PRICE (BID):	\$13.00
LESS BIDDER'S COST:	<10.00>
MARKUP FOR PRODUCT A:	<u>\$ 3.00</u>

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EXAMPLE #2 DETERMINING AMOUNT OF ESCALATION

BIDDER'S COST OF PRODUCT A (AFTER 6-MONTH INTERVAL): \$11.00
FIXED MARKUP: \$ 3.00
STATE CONTRACT PRICE: \$14.00

EXAMPLE #3 DETERMINING AMOUNT OF DE-ESCALATION

BIDDER'S COST OF PRODUCT A - (ANY TIME AFTER CONTRACT AWARD): \$ 9.50
FIXED MARKUP: \$ 3.00
STATE CONTRACT PRICE: \$12.50

THE STATE RESERVES THE RIGHT TO SPOT CHECK THE SUCCESSFUL BIDDER'S COST OF ANY AWARDED PRODUCT AT ANY TIME DURING NORMAL BUSINESS HOURS.

THE PURCHASING OFFICE WILL NOTIFY THE CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	64060-621108	CS	30.1100	
BOWLS, STYROFOAM, 8 OZ. SIZE, 1000 PER CASE. BRAND, CODE__WINCUP B8_____ CASE, PACK___1000_____				
0002	64060-621104	CS	17.6000	
BOWLS (SQUAT) STYROFOAM, 4 OZ. SIZE, APPROX. 3" DIAMETER AT TOP, 2" AT BASE, 2" HIGH, 1000 PER CASE, WHITE, THOMPSON 4FC, DART 4,OR APPROVED EQUAL BRAND, CODE__WINCUP F4S___ CASE, PACK___1000_____				
0003	64060-621105	CS	24.0000	
BOUL (SQUAT), STYROFOAM, 8 OZ SIZE, 1000 PER CASE, WHITE, DART, 4088472, 85J12, OR APPROVED EQUAL BRAND, CODE__WINCUP F8M_____ CASE PACK___1000_____				

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0004	64060-261112	CS	18.6300	
CUPS, SQUAT FOOD CONTAINER, PLASTIC, 12 OZ. WITH SNAP-ON LIDS. FOR FOOD CONTAINER, SQUAT, STYROFOAM, 12 OZ. WITH SNAP-ON LIDS FOR SOUP OR CARRY-OUT PURPOSES. WHITE, PACKED 500 PER CASE. DART 12SJ20/20/JL OR APPROVED EQUAL. BRAND, CODE_WINCUP F12_____ CASE, PACK_500_____				
0005	20015-FMI28B	CS	19.1400	
HEADWEAR, DISPOSABLE BOUFFANT CAPS, NON WOVEN, FLAME RETARDANT, ELASTIC BOUND, WHITE, 1000 PER CASE. BRAND, CODE_SAFETY ZONE, DBWH-21-1__ CASE, PACK_1000_____				
0006	64060-500902	CS	37.0000	
PLASTIC UTENSIL PACK: KNIFE, FORK & SPOON SET, DISPOSABLE, INDIVIDUAL WRAPPED SETS, HEAVY WEIGHT, 250 SETS PER CASE BRAND, CODE_CHESAPEAKE_____ CASE, PACK_500_____				
0007	64060-240106	CS	13.5000	
CUPS, STYROFOAM, 6 OZ., FOR HOT AND COLD DRINKS, 1000 PER CASE BRAND, CODE_WINCUP 6C6_____ CASE, PACK_____1000_____				
0008	64060-240108	CS	16.6000	
CUPS, STYROFOAM, 8 OZ., FOR HOT AND COLD DRINKS, 1000 PER CASE. WIN CUP #8C8, OR APPROVED EQUAL BRAND, CODE_WINCUP 8C8W_____ CASE, PACK_____1000_____				
0009	64060-240605	CS	32.5200	
CUPS, CLEAR, PLASTIC, 5 OZ. JUICE, 2500 PER CASE FABRI-KAL FK5 OR APPROVED EQUAL.				

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LINE # STATE ITEM ID U/M UNIT COST _____

BRAND, CODE__DART 5N25_____ CASE, PACK___2500_____

0010 64050-240504 CS 25.4200

CUPS, PLASTIC, TRANSLUCENT, 12 OZ., 1000 PER CASE. FABRI-KAL FK-12
BRAND, CODE__DART 12SN_____ CASE, PACK___1000_____

0011 64060-H02031 CS 24.3200

CUPS, 6 OZ. SQUAT, STYROFOAM. DART 6SJ12, OR APPROVED EQUAL.
BRAND, CODE__WINCUP F6_____ CASE, PACK___1000_____

0012 64060-WCHD01 CS 22.5000

CUPS, SYYROFOAM, 12 OZ. 25/SLEEVE. DART #12J12
BRAND, CODE__WINCUP 12C18__ CASE, PACK_1000_____

0016 64060-261110 CS 13.8000

LIDS SNAP-ON FOR 12 OZ., USED FOR 8 OZ. SQUAT BOWL. DART 12JL TO
FIT DART SQUAT CUP 8SJ12
BRAND, CODE__DART 12JL_____ CASE PACK___1000_____

0017 64060-540070 CS 37.0900

LIDS, FOR 5 OZ PLATIC CUP, 2500 PER CASE
BRAND, CODE__DART L7N25_____ CASE, PACK___2500_____

0019 64060-H02032 CS 19.5000

LIDS, FOR 6 OZ SQUAT (DART 6SJ12 CUP), NON VENTED, DART 12 CLR. 1000
PER CASE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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BRAND, CODE__WINCUP FL6____ CASE, PACK__1000__

0021	64021-270610	CS	62.0000
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LID, SNAP-ON FOR 10 OZ CUPS, 1000 PER CASE, COMPOSTABLE, WITH CERTIFICATION.

BRAND, CODE__INTERNATIONAL PAPER LHRDE-16__ CASE, PACK__1200__

0024	64060-00100X	CS	9.5500
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LIDS SQUAT 4 OZ

BRAND, CODE__WINCUP FL4V__ CASE, PACK__1000__

0025	64015-220106	MX	7.3000
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BAGS, PAPER, KRAFT, AUTOMATIC, 35 LBS. BASIS WEIGHT 6 LB. SIZE

BRAND, CODE__ROSENBLOOM 6SSK__ CASE, PACK__500__

0026	64015-220157	BD	27.1700
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BAGS, PAPER KRAFT, AUTOMATIC, 60 LB. BASIS WEIGHT 57-LB S12

BRAND, CODE__DURO__ CASE, PACK__500__

0027	85092-000WPC	CS	13.6600
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TOWELS ABSORBENT

BRAND, CODE__A & B N030-W68 CASE, PACK__10#__

0028	64021-240110	CS	21.3000
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CUPS, COMPOSTABLE, 10 OZ. FOR HOT AND COLD DRINKS, 1M/CS.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____
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BRAND, CODE__WINCUP H10S__ CASE, PACK__1000__

0029	64021-270600	CS	11.6000	
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LIDS, SNAP-ON MUST FIT 12 OZ SQUAT BOWL AND BE COMPOSTABLE

BRAND, CODE__WINCUP FL6V__ CASE, PACK__1000__

0030	64021-270608	CS	10.9000	
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LIDS, SNAP ON, 8 OZ.CUP , 1M/CS.COMPOSTABLE

_____ END OF ITEM LIST _____

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID.
THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER
ON A LINE BY LINE BASIS FOR BOTH DISPOSABLE AND COMPOSTABLE PRODUCTS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE